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ABSTRACT

The recent advance of collective bargaining into higher education is such that many colleges and universities may anticipate several changes of potentially major proportions in their decisionmaking patterns. One feature of collective bargaining is the discontent on the part of many faculties to rely on informal or noncodified procedures in matters relevant to the terms and conditions of their employment and to the provisions for faculty participation in institutional decisionmaking. As a result, collective bargaining portends to interject major changes in faculty-administration relations in higher education. The major thrust of this paper is an analysis of some of the implications that collective bargaining has or is likely to have on traditional modes of academic governance. The authors review the governance-related provisions in 31 collective bargaining contracts, and an exhaustive search of the literature has provided an extensive bibliography on the topic of collective bargaining in higher education. (Author/HS)

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Collective Bargaining: Implications for Governance

Kenneth P. Mortimer
and G. Gregory Lozier

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The Pennsylvania State University

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Introduction

The recent advance of collective bargaining into higher education is such that many colleges and universities may anticipate several changes of potentially major proportions in their decision-making patterns. One feature of collective bargaining is the discontent on the part of many faculties to rely on informal or noncodified procedures in matters relevant to the terms and conditions of their employment and to the provisions for faculty participation in institutional decision making. As a result, collective bargaining portends to interject major changes in faculty-administrative relations in higher education.

The major thrust of this paper is an analysis of some of the implications that collective bargaining has or is likely to have on traditional modes of academic governance. The authors have reviewed the governance-related provisions in thirty-one collective bargaining contracts, the summary of which appears in Appendix A of the report. In addition, an exhaustive search of the literature has provided an extensive bibliography on the topic of collective bargaining in higher education, which appears in Appendix B.

The Extent of Collective Bargaining

As of May, 1972, formal recognition had been granted to faculty associations on 254 campuses in 167 colleges and universities in-

volving approximately 15 percent of the nation's faculty.[1] Better than 85 percent of the agencies are located in eight states -- New York, New Jersey, Michigan, Wisconsin, Massachusetts, Illinois, Washington, and Kansas. The above data include only situations in which formal recognition has been granted. There may be as many as 800 other institutions in which faculty associations "meet and discuss" terms and conditions of employment with representatives of the board.[2]

These 167 colleges and universities include 121 two-year and 46 four-year institutions with formally recognized bargaining agents. Among the four-year colleges are the SUNY and CUNY systems in New York, the New Jersey, Pennsylvania, and Nebraska State Colleges, six of the nine Massachusetts state colleges, St. John's University, Rutgers University, Central Michigan University, Southeastern Massachusetts University, Oakland University, and the University of Wisconsin (teaching assistants only). Between 35 and 40 of these colleges and universities chose bargaining representatives between summer 1971 and May 1972, and developments from one month to the next assure that the extent of bargaining will continue to grow.

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[1] *The Chronicle of Higher Education* 6 (May 15, 1972): 2.

[2] Joseph W. Garbarino, "Creeping Unionism and the Faculty Labor Market," mimeographed (Berkeley, Calif.: Carnegie Commission on Higher Education, Fall, 1971), p. 17.

The first steps which could lead to bargaining have been taken in a number of other four-year institutions including the University of Hawaii, Temple University, and The Pennsylvania State University branch campuses. Run-off elections are still to be conducted at Wayne State University and Eastern Michigan University, where there was no majority winner in the initial election.

Two major legal developments have provided added momentum to the move toward collective bargaining. First, approximately twenty states, including New York, Pennsylvania, New Jersey, Hawaii, and Michigan, have passed enabling legislation which compels public institutions to recognize duly chosen bargaining representatives, or have enacted permissive legislation which does not specifically prohibit bargaining with public employees.[3] However, less than half of this state legislation covers, or is interpreted to cover, private educational institutions.[4] Second, in 1970 the National Labor Relations Board (NLRB) filled the void in state legislation for private higher education by assuming jurisdiction over private postsecondary institutions with gross revenues of over one million dollars. These legal developments are significant because, although enabling legislation does not require collective bargaining, it does

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[3]Tracy H. Ferguson, "Collective Bargaining in Universities and colleges," *Labor Law Journal* 19 (December, 1968): 778-804.

[4]William F. McHugh, "Collective Bargaining with Professionals in Higher Education: Problems in Unit Determination," *Wisconsin Law Review* 1 (1971): 61.

remove many of the barriers which prohibit it. Experiences in New York, New Jersey, and Pennsylvania show that state enabling legislation is closely followed by several petitions for certification of bargaining agents in public institutions and that the NLRB ruling has had a similar impact on private institutions.

There can be little doubt that collective bargaining has become an important feature of American higher education. It also is apparent that there are some important distinctions between collective bargaining and more traditional modes of faculty-administrative relations. Some of these distinctions are discussed below.

Shared Authority and Collective Bargaining

Much of the current literature in higher education supports a governance system that implements the concept of sharing authority among interdependent constituencies in the academic organization. The term "shared authority" itself is applied to a wide range of decision-making practices. There are three models of shared authority: joint participation in decision making; agreements to separate jurisdictions among interdependent constituencies; and collective negotiations.[5] As one moves from joint participation to collective negotiations the tenor of relationships between the

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[5]See "Statement on Government of Colleges and Universities," *AAUP Bulletin* LII (Winter, 1966): 375-379; *Faculty Participation in Academic Governance; Report of the AAHE Task Force on Faculty Representation and Academic Negotiations, Campus Governance Program* (Washington, D.C.: American Association for Higher Education, 1967); and Morris Keeton, *Shared Authority on Campus* (Washington, D.C.: American Association for Higher Education, 1971).

faculty and administration changes from one of mutual influence and persuasion to reliance on codified, formal authority relations embodied in a legally binding agreement.

The most common heuristic comparison to illustrate this continuum is the contrast between an academic senate, presumably an example of joint participation and/or separate jurisdictions, and collective negotiations. Five distinctions can be drawn between senates and collective bargaining.

First, although senates may have some basis for their existence in the documents of the institution, their scope of operations is dependent upon board or administrative approval. In some cases, changes in senate structures and operations are mandated by the board. For example, in June 1970, the Board of Trustees at The Pennsylvania State University issued, without substantial prior consultation, a directive which significantly restricted the Senate's scope of operations. In contrast, no such unilateral change could be made in the structure of a faculty bargaining agent or in the terms of a negotiated contract without prior approval of the agent and its governing body.

Second, academic senates normally are dependent on institutional appropriations for their operating funds. In California the legislature cut by approximately 40 percent the 1970-71 budget request of The University of California Academic Senate. This type of action

severely restricts the extent to which senates can engage staff support to further their work. A faculty association or union relies on a dues structure for its financial support. A local association will often receive additional funds and support services from its national affiliate to help bear the costs of election campaigns and the negotiation process. Senates often experience some difficulty in obtaining the necessary actuarial and legal expertise which associations or unions maintain through national affiliates.

Third, many senates are based on individual campuses and do not reflect the statewide or multicampus nature of much of higher education. Where statewide senates are in existence they have yet to develop substantial lobbying or political power with state legislatures. Some associations, particularly the National Education Association and the American Federation of Teachers, claim they have such lobbying power and are active in attempting to influence the political decision-making process as it applies to the interests of education.

Fourth, the membership of senates usually includes faculty, administrators, and, more recently, students. In some cases the administration tends to dominate the senate.[6] Faculty associations are more clearly dominated by faculty members--some even exclude administrators from their membership. In cases where the negotiation

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[6]Kenneth P. Mortimer, "The Structure and Operation of Faculty Governance: Who Rules and How?" (Paper delivered at a conference on Faculty Members and Campus Governance, Houston, Texas, Feb. 17-18, 1971).

process has started, there is a legally binding separation between administrators (management) and the faculty (employees), imposed by the definition of who is in the "faculty" bargaining unit. Students seldom are involved in collective negotiations.

Fifth, senates are likely to be less concerned about adequate grievance and appeal mechanisms. They often do not provide an avenue of appeal from their own decisions. A decision is not correct merely, as Lieberman argues, because a senate or one of its committees has made it.[7] Associations negotiating contracts will almost always specify an avenue of appeal from decisions made by either the faculty or the administration.

These are some of the essential differences between the senate model, as an example of sharing authority through joint participation--separate jursidictions, and the collective-negotiations model. While these two approaches to the sharing of authority, may not be mutually exclusive, they do appear to be at opposite ends of a continuum. It is possible that senates could negotiate binding contracts as they have at Macomb County Community College (Mighigan) or collaborate with a faculty agent as at St. John's University. It is also possible, in cases where some other agent negotiates a contract, that a senate will find it very difficult to maintain

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[7] Myron Lieberman, "Representational Systems in Higher Education," in *Employment Relations in Higher Education*, ed. Stanley Elam and Michael Moskow (Bloomington, Ind.: Phi Delta Kappa, 1969), pp. 60-61.

its precontract scope of operations. In other cases senates may find it possible to coexist with a separate bargaining agent.

It does seem apparent that collective bargaining encourages the separation of the faculty and the administration in that it tends to eliminate administrative control over association activities, to create a faculty group with its own financial resources and with separate access to governmental agencies, and to result in a legally binding definition of who is management and who is labor. Collective bargaining, through its emphasis on grievance procedures, tends to codify the policies and procedures which will provide the framework for many future contacts between faculty and administrators. The operational ramifications of this separation and codification of faculty-administrative relations are as yet unclear, but there are some apparent directions.

Definition of the Bargaining Unit

A significant decision affecting future faculty-administrative relationships is the determination of an appropriate bargaining unit. This decision establishing the division between management and employees often is not made by the institutions themselves. The agencies which have authority in unit determination are the National Labor Relations Board (NLRB) for private institutions, and state labor relations boards for public institutions.

In its earliest rulings the NLRB, formed by the National Labor Relations (Wagner) Act of 1935, established a precedent for

seeking a "community of interest" in determining appropriate bargaining units in business and industry. Common interests and desires of groups of employees, their prior history, customs, and patterns of negotiations, and the extent to which employees already were organized were variables utilized to assess a bargaining unit's community of interest. In contrast, to determine exclusion from the unit, prime consideration was placed upon an individual's supervisory activities, such as the extent of his involvement in personnel affairs.

Additional questions must be answered in higher education. Do those who are not full-fledged faculty, e.g., those with part-time appointments, librarians, and student personnel staff, share a "community of interest" with the faculty? Should deans and department chairmen be classified primarily as faculty members rather than as supervisors, and therefore be given representation in the bargaining unit? In a number of instances librarians (except for chief, or head, librarians), laboratory assistants and technicians, counselors, and student personnel staff are being included in the bargaining unit with the faculty. For example, about 27 percent of the SUNY bargaining unit is made up of nonteaching professionals. Regardless of the purposes or reasons for previously keeping the two groups separate, collective bargaining has now forced them into one common unit. In contrast, on the Buffalo (SUNY) campus nonfaculty professionals did not have representation on the senate,

nor were they eligible to become members of the local American Association of University Professors (AAUP) chapter, one of the national associations vying for bargaining status. At the AAUP's annual meeting in May 1972, during which the Association made a new and stronger commitment to collective bargaining, an amendment was adopted which eliminates the conflict created by non-AAUP members' being a part of the AAUP bargaining unit. In the future, nonacademic professionals who are included in the bargaining unit may obtain AAUP membership.

The definition of a bargaining unit at the City University of New York (CUNY) appears unique. CUNY has an approximately equal number of full-time faculty with academic rank and instructors with the titles of lecturer or teaching assistant. Many of the latter teach on a part-time basis, and are dependent upon other employment for their primary source of income. The New York Public Employment Relations Board (PERB) ruled that two bargaining units should be established and separate elections held. (As will be noted later, this decision had significant bearing upon the eventual choice of a collective bargaining agent.) Factors other than employee status also may be involved in unit determination. At Fordham, a private institution, the NLRB ruled that the law school faculty was discrete enough to constitute a separate bargaining unit. This and other such decisions may result in a proliferation of elections and bargaining agents.

In general, labor-relations boards are concluding that many nonfaculty professional staff, though not primarily concerned with teaching, share a community of interest with the teaching faculty. The lists of titles included under the Definition of the Bargaining Unit in Appendix A show that the unit includes on a regular basis librarians, counselors, and research technicians. The activities of these nonfaculty staff are being considered as supportive of, and clearly associated with, the activities of the faculty. Collective bargaining is challenging some of the barriers between the faculty and support personnel, and may result in the development of new alliances within the university for the establishment and implementation of policy.

In answer to the question of who is supervisory, academic deans quite clearly are managment and excluded from the bargaining unit, although assistant and associate deans, based upon their administrative as opposed to supervisory responsibilities, are included in the SUNY unit. There is more ambiguity, however, about the position of department chairman, especially when four-year institutions are compared with community colleges.

Our analysis of eight contracts for full-time faculty in four-year institutions (Southeastern Massachusetts University, Central Michigan University, New Jersey State Colleges, Bryant College of Business Administration, City University of New York, Oakland University, Rutgers University, and St. John's University)

revealed that department chairmen at these universities were included in the bargaining unit. In an analysis of twenty-one community college contracts the authors found seventeen institutions in which the language was clear enough to indicate the status of department chairmen. Fourteen of these contracts excluded the department chairmen from the unit. A report on faculty contracts in Michigan public community colleges showed that only four of twenty-four colleges specifically include department or division chairmen in the bargaining unit.[8] This seems to be consistent with the hierarchical structure of many two-year colleges where the department chairman tends to be viewed as a representative of the adminstration.[9]

In cases where the department chairmen are in the unit, there may be some revision of their position as representatives of the faculty. The 1969-72 CUNY contract for full-time faculty members includes department chairmen in the bargaining unit. For the past two years there has been considerable discussion about whether department chairmen at CUNY should continue to be elected by majority vote of all department members having faculty rank. Some administrators advocated a change, to have department chairmen

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[8] *Analysis of Faculty Contract Information at Public Community Colleges in Michigan, 1969-70,* (Lansing: Michigan Community College Association, April, 1970), p. 38.

[9] Peter Blomerley, "The Two-Year College Department: A Study of the Role of the Department and the Department Chairman in Academic Governance," Ph.D. diss., the State University of New York at Buffalo, 1969.

appointed by and accountable to the president and the board.[10] The faculty, through its bargaining agents and senates, has consistently opposed this proposal, but to no avail. Department chairmen at CUNY are now appointed by the administration and it remains to be seen whether their roles will change as a result.

In those institutions where department chairmen are excluded from the bargaining unit or become identified as management's representatives, an interesting and new role may develop within the department. In industry, a group of workers is supervised by a job foreman who represents management. The position of shop steward has been established to represent the employees. It is possible that within the academic department, the department chairman clearly will be management's representative, while another faculty member will be chosen to speak for the department's faculty on those issues related to the collective bargaining agreement. In those institutions where adversary relations between the faculty and the administration dominate, departments may have both chairmen and department stewards.

Collective Bargaining, Presidents, and Boards

Collective bargaining may also significantly modify the relations between faculty and other administrators, especially the

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[10] Matthew W. Finkin, "Collective Bargaining and University Government," *AAUP Bulletin* 57 (Summer, 1971) : 158.

president and his central administrative staff. The position the president and his staff take relative to collective bargaining may be crucial in determining whether future faculty-administrative relations will assume an adversary or a more cooperative posture.

There are restrictions on a president's freedom to discuss his personal feeling and attitudes about collective bargaining with the faculty. Both federal and state labor legislation typically forbids employers from interfering, restraining, or coercing employees in their organizing activities or inclinations. Some presidents have attempted to dissuade their faculty from associating with organizations favoring collective negotiations, or from voting for an agent. For example, one community college president distributed several presidential bulletins to the faculty, noting the inappropriateness of unions in higher education and the disadvantages of the collective-bargaining process. The local faculty association seeking recognition as a bargaining agent was informed by its state organization that according to state law this type of interference clearly constituted an unfair labor practice and entitled the local association to file charges against the president. The *New York Times* documents similar charges against the Chancellor of the City University of New York for issuing, prior to representative elections, a partisan brochure opposed to collective negotiations, a violation of New York law prohibiting overt attempts by the employer to influence

the outcome.[11] In the absence of collective bargaining, presidents and other representatives of management have been relatively free to direct and/or influence faculty activities. Collective bargaining has the potential of removing the presidents from such positions of influence and further reducing the informal ties between faculty and administration. Once a petition for an election has been filed it is hazardous for a president to adopt a position either for or against collective bargaining.

Once a bargaining agent is chosen, the role of the president and his staff will vary with the circumstances. The contract for public multicampus institutions is negotiated with a statewide office, as is the case for the Pennsylvania State Colleges and University where the contract is being negotiated with a state executive agency, the Office of Administration. A significant number of institutions are negotiating their contracts with a city or county board of education which may have jurisdiction over several community colleges, or even over all levels of education, kindergarten through college (see Table III, Appendix A). In all of these situations (statewide, county, or city negotiations), the campus president and his staff assume their primary responsibilities only after the agreement has been

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[11] *New York Times* Nov. 24, 1968, p. 86; Nov. 27, 1968, p. 31.

negotiated and they become responsible for adminstering the contract and for applying any local provisions. Typically the campus president is mentioned in the grievance procedures and is responsible for implementing this and other provisions of the contract. In a single campus institution, the association representing the faculty unit usually negotiates with representatives of the Board. In such instances the president or his representative becomes part of the management team in contract negotiations.

The rhetoric in higher education indicates that institutional boards of control have ultimate authority and accountability for all institutional decisions. In reality a host of external controls impinge on this authority, especially in public institutions. Essential economic decisions are being influenced, and sometimes dictated, by politicians, budget technicians, statewide coordinating agencies, and state legislatures. For the purposes of collective bargaining, public boards seldom have the legal power to negotiate binding financial agreements (contracts) requiring additional funds; their ability to attain the necessary funds relies upon their powers of persuasion and their capacity to influence the appropriate external agencies. Because of these external restrictions, contracts negotiated by public boards often contain a clause or article such as the following:

> It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit

> its implementation by amendment of law or by providing the additional funds therefor [sic], shall not become effective until the appropriate legislative body has given approval.[12]

In many instances, the ultimate status of a contract is dependent on legislative approval of appropriations to cover salary increases and other economic benefits in the contract. There are other, less understood, issues which also may require legislative action. The qualifications for various academic ranks, sabbatical leaves and promotion policies, and many other aspects of personnel policies in Pennsylvania's state colleges are a matter of state law. Some negotiated changes in these policies may have to be the subject of legislative action to achieve implementation. The contract for the Pennsylvania State Colleges and University is being negotiated with the state Office of Administration, but some of its fiscal and personnel policy provisions may have to be validated by the Pennsylvania Legislature.

By its very nature, collective bargaining is an adversary process. The major concern about administrative and trustee involvement is whether the adversary process of negotiating an agreement carries over to other areas of faculty-administrative-trustee relations. Although the answer may depend on the personalities involved and the previous tenor of these relationships, it

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[12]"City University of New York Agreement Between the Board of Higher Education of the City of New York and United Federation of College Teachers Local 1460, AFL-CIO," Article XXX, Legislative Action, p. 25.

is difficult to foresee how colleges and universities can effectively separate relationships which operate in collective bargaining from those operative in other areas of academic decision making.

The adversary, or competitive, environment of collective bargaining is not limited to relations between faculty and administration. Competition among faculty associations is also inherent in the process.

Exclusivity and Competition Among Associations

Exclusivity is a fundamental tenet of collective negotiations in both public and private higher education. It requires that one and only one bargaining agency represent equally all employees in the unit. There are three major national associations (The American Federation of Teachers - AFT, The National Education Association - NEA, and the American Association of University Professors - AAUP) as well as some local independent organizations, competing for representation rights. Exclusivity makes winning an election extremely important to these associations. Once an election is held, the winner is sole representative of the employee unit for the duration of a negotiated agreement. Within this time, the right to exclusivity gives the "in" association the opportunity to improve upon its position. As an example, if the employer agrees to a dues check-off (collection of association fees from faculty payrolls) solely for the negotiating agent and denies this privilege to all other faculty associations, this association is given a

clear competitive advantage in not only maintaining, but increasing its membership. Of those contracts reviewed in Appendix A, only two specify provisions which permit voluntary dues check-off for associations other than the bargaining agency. It is possible that exclusivity could lead to the development of union or agency shops, when permissible under state legislation. In a union shop all members of the employee unit must join the representative association, while in an agency shop all members of the unit must pay a fee to the association, usually equivalent to membership dues. In Michigan, where agency shops are permissible under state law, three of the eight two-year college contracts reviewed for this study are already operating under agency-shop provisions of employment (See Table III, Appendix A).

The competition between competing associations creates what are in essence political issues. Pressures to enlist members and win or retain representative status contribute to the political atmosphere. The competition requires the development of an experienced bargaining staff, and the funds necessary to support both this staff and the expenses accrued during elections and negotiations. Local associations find it difficult to muster these resources and to maintain their independent status. After the elections at both the City University of New York and the State University of New York, the Legislative Conference of the former and the Senate Professional Association of the latter affiliated

with the National Education Association, partly because neither local association could sustain the entire cost of election campaigns and contract negotiations.

Another key political issue at CUNY was the decision to have two separate bargaining units and elections. The United Federation of College Teachers (UFCT-AFT) had pressured for the adoption of a single unit, but the state PERB ruled against this position. The part-time professional unit elected the UFCT-AFT as its agent by giving it 1,634 of the 3,263 votes cast. In a run-off election for the full-time professional staff, the Legislative Conference won by a margin of 2,067 to 1,634. Had the PERB decision ruled for one inclusive unit, the UFCT-AFT might have won the entire election. However, developments in spring 1972 have created circumstances which may drastically alter the collective bargaining scene at CUNY. The two bargaining associations have merged and petitioned the PERB to unite the two units. The CUNY administration, on the other hand, has taken the position that the units should remain separate and that a third unit should be created for the professional support personnel. This issue must be resolved before the current contracts which expire August 31, 1972, can be renegotiated.

There also is likely to be some competition between traditional faculty organizations, such as senates, and unions. The American Association for Higher Education governance report

suggested that it has been the objective of most campus unions merely to apply pressure to senates, the administration, and conservative faculty associations.[13] Israel Kugler of the American Federation of Teachers also has written that unions and senates should complement one another. Rather than being opposed to senates, the Federation seeks to achieve full, not merely advisory, authority for senates in such professional areas as curriculum, enrollment policies, and academic standards.[14] William Hayward of the New Jersey Education Association (NJEA-NEA) has stated that in New Jersey, where the six state colleges have adopted collective negotiations, the NJEA, the representative agency, has attempted to work side by side with faculty senates. He suggested that the two organizations do not compete, but serve different functions.[15]

There are far more people, however, who anticipate that an inevitable conflict exists between collective bargaining and

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[13] *Faculty Participation in Academic Governance*, p. 37.

[14] Israel Kugler, "The Union Speaks for Itself," *Educational Record* 49 (Fall, 1968) : 416.

[15] In Elam and Moskow, *Employment Relations in Higher Education*, p. 80.

faculty senates.[16] In several collective-bargaining elections, faculty senates have filed for inclusion on the ballot. In the preelection proceedings at SUNY, the American Federation of Teachers contended that the Faculty Senate of the University was an inappropriate employee organization as defined by the New York State Public Employees' Fair Employment (Taylor) Act. The Federation contended that the Senate's financial dependence upon the University and its inclusion of nonfaculty administrators in its membership constituted the establishment of a company union. The Public Employment Relations Board ruled that the Senate was an employee organization within the definition of the Taylor Law. The Board also noted, however, that since the issue was not properly raised in the proceedings, their decision did not deal with the collateral issue of whether the Senate was in fact employer-dominated. At Eastern Michigan University, the AFT affiliate asked again that the faculty

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[16]For example, see C.M. Larson, "'Collective Bargaining' Issues in the California State Colleges," *AAUP Bulletin* 53 (Summer, 1967): 217-227; Roger W. Opdahl, *Faculty Participation in Academic Decision Making in "Emerging" State Colleges* (Williamsport, Pa.: Economic Research Associates, Inc., 1971); T.R. McConnell, *The Redistribution of Power in Higher Education: Changing Patterns of Internal Governance* (Berkeley, Calif.: University of California, Center for Research and Development in Higher Education, 1971); Joseph W. Garbarino, "Precarious Professors: New Patterns of Representation," *Industrial Relations* 10 (February, 1971): 1-20; Dexter L Hanlev, "Issues and Models for Collective Bargaining in Higher Education," *Liberal Education* 57 (March, 1971): 5-14.

senate be disbanded as a company union, barred under Michigan labor law definitions. The issue to date has not been adequately resolved, and it is possible that at some future time a senate will be ruled an employer-dominated company union.

In institutions where both a senate and a separate bargaining agent attempt to operate there is likely to be a conflict over their respective jurisdictions. The bargaining agent will assume many of the functions senate committees formerly performed, including the activities of committees on faculty welfare, personnel policies, and grievances. Some bargaining agents have attempted to get their respective faculty senates' constitution and bylaws written into the contract, thereby giving the senate binding authority rather than advisory status. Other contracts have sought to provide assurances that both the bargaining agent and other decision-making structures will be involved. The agreement with St. John's University stipulates that the Senate as well as other existing and duly constituted organizations shall continue to function as long as they do not interfere with or modify the bargaining contract. At Central Michigan University, the contract stipulates that two members of a professional awards committee will be appointed by the Academic Senate. The agreement with Bryant College in Rhode Island dictates that the Curriculum Committee and the Rank and Appointment Committee will have five voting members to be elected from the faculty by the Faculty Federation. The collective bar-

gaining agreement for the Community College of Philadelphia designates that standing committees shall be composed of an equal number of administrators, employees, and students. Employee representatives of these committees are to be appointed by the faculty bargaining agent. (For additional examples, refer to the "Statement on Academic Governance" sections in Tables I and II, Appendix A.)

As seen in these examples, it is not possible to make any blanket statements about the inevitability of conflict between coexisting senates and bargaining agents. Very likely, incompatibility will be the result in some institutions. In others, the two organizations may find convenient and compatible accommodations which will strengthen the effectiveness of each group. Senates may continue to operate in those areas not covered in the contract. The major issue is whether such matters as educational and curricular policy, admissions, tenure, and academic freedom will be left to a senate or will be included in the contract. This issue in turn depends upon the definition of the scope of negotiations.

Scope of Negotiations

Discussions about collective bargaining tend to concentrate on salaries, fringe benefits, and other conditions of employment. The full scope of collective negotiations is, however, "up for grabs." As Ray Howe of Henry Ford Community College in Michigan, one of the earliest colleges to feel the impact of a faculty strike,

has so aptly put it, "I know of no practical limits upon the negotiability of any items affecting the college. The determination of what is negotiable is itself negotiable."[17] It is not at all risky to surmise that existing contracts may not reflect the situation which will develop by 1980. The scope of contracts is likely to broaden. Ralph Brown has detailed how a collective bargaining agency can absorb what have been traditional areas of faculty control.

> First, the matter of salaries is linked to the matter of workload; workload is then related directly to class size, class size to range of offerings, and range of offerings to curricular policy. Dispute over class size may also lead to bargaining over admissions policies. This transmutation of academic policy into employment terms is not inevitable, but it is quite likely to occur.[18]

Not all of the items sought in collective bargaining agreements are included in the final contract. One might look to such proposals for an indication of what the bargaining agent considers negotiable. The proposals of the Legislative Conference at CUNY, a case in point, show the expandability of "terms and conditions of employment." The Conference wanted a series of clauses in the contract under the general heading of "Faculty

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[17] In Elam and Moskow, *Employment Relations in Higher Education*, p. 90.

[18] Ralph S. Brown, Jr., "Collective Bargaining in Higher Education," *Michigan Law Review* 67 (February, 1969): 1075.

Control of Educational and Policy Matters." These included: (1) University Senate and Faculty Council approval of University Chancellor, Vice-Chancellor, and University Dean, and Campus Presidents, Provosts, and Dean, respectively; (2) Incorporation of the University Senate's Charter into the contract as well as those provisions of the bylaws specifying the election and composition of the Senate, the Faculty Councils, and the General Faculty; (3) No changes in admissions policy, grading, or curricula and programs without an affirmative vote of the governing faculty body involved or of the University Senate; (4) Senate or Council review of budgets at least two weeks prior to their submission to the Board of Higher Education. Not only does this provide evidence of the feasible extension of the scope of collective negotiations, but it also verifies a sincere attempt on the part of the Legislative Conference to incorporate many senate activities into the contract and thereby make them binding on the administration.

We have already noted that bargaining agreements frequently specify the means for appointing department chairmen and deans. The Southeastern Massachusetts contract specifies that the department chairman is to be appointed by the dean; in the New Jersey State College contract he is to be elected by the members of the department with the approval of the president. The selection of a dean by the president and board of trustees at St. John's

University must adhere to the recommendations of a faculty search committee; only those names submitted by the faculty committee may be considered. As already noted, contracts have been ratified which also specify college committee appointments. It is a rare contract which does not include a grievance procedure; many are developed in considerable detail.

In the matter of salaries, bargaining agreements tend to substitute the "objective" standards of seniority and time in rank for the principle of merit. The emphasis is upon the development of salary scales to equalize faculty salaries. (This situation is not entirely a feature of collective negotiations. Many institutions not under contract have had salary scales for years.) The argument is that faculty members of equal rank and longevity are entitled to equal pay. While a few clauses are found which allow for merit raises above and beyond the minimum salaries provided for by the contract, pressure upon the administration to abide by the scale may inhibit the free distribution of merit increments.

The elimination of merit raises does not bother some. There are those who are skeptical about the existence of a true merit system under former salary arrangements. There are other faculty members who are concerned with the current tight money situation in education and with the arbitrary nature with which increments are often granted. These faculty members anticipate that while a salary scale will assure them of yearly salary increases, the

merit system guarantees them nothing. The ability of an institution to continue a policy of merit raises may depend largely upon the effectiveness of a merit system prior to the adoption of collective bargaining.

It is possible that collective bargaining may modify the traditional link between academic freedom and tenure. There is some debate about whether academic freedom ought to be negotiable or whether it is a nonnegotiable right. The AAUP holds the position that academic freedom is not negotiable. It is clear, however, that tenure as job security is a proper subject of negotiation.

Van Alstyne cites two possible effects that collective bargaining may have on tenure.[19] First, it is possible that tenure, academic freedom, and academic due process will be "traded-off" for more immediate gains such as increased salary and fringe benefits. This certainly would tarnish the conception that tenure is a necessary component of academic freedom. A second, and perhaps more likely, possibility is that the five- to seven-year probationary period, which tends to be common in four-year institutions, will be shortened to one or two years.

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[19]William W. Van Alstyne, "Tenure and Collective Bargaining," in *New Teaching, New Learning*, ed. G. Kerry Smith (San Francisco: Jossey-Bass, Inc., 1971), pp. 210-217.

> As collective bargaining becomes prevalent, and as the views of junior faculty members come to weigh heavily in the negotiating process, a condition of instant tenure may be demanded. That is to say, the job security provision could apply even in the first or second year of appointment, so that the termination decision could not be made without a fairly elaborate demonstration of reasonable cause.[20]

Existing contracts, as reviewed by the authors, tend to document the trend toward this second possibility. Whereas in the agreements for four-year institutions support is given typically to existing tenure policies, the contracts for the two-year institutions stipulate probationary periods ranging from only two to four years, to be followed by an indefinite continuing appointment. Procedures for evaluation, reappointment, dismissal, and other related tenure provisions in these agreements are most often extensive and fairly well defined. Only one college limits appointments to annual terms, and even in this instance, failure to issue a contract for reappointment can be only for cause.

A third and related possibility is that, rather than eliminate tenure, collective bargaining may extend its job security benefits to a wider proportion of the faculty and to the nonteaching professional staff who are members of the bargaining unit. Indeed, it is hardly likely that these staff members would be excluded

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[20]Van Alstyne, "Collective Bargaining," p. 216.

from the procedural and probationary aspects of the contract. Finally, in some state institutions, e.g., the state colleges in New Jersey, procedures for tenure are provided by state law. Any attempts to alter these provisions are conditional upon legislative action to amend the existing law.

Concluding Comments

It is difficult to predict, at this early stage of collective bargaining, what patterns of governance will emerge from the give and take of the bargaining process. Local and institutional differences may contribute to remarkably different results. The impact which specific negotiations have upon faculty-administrative relations is likely to be dependent upon the tenor of these relations before negotiations.

This study has, however, identified several trends which appear to be important. First, the definition of bargaining units appears to be pushing towards a homogenization of regular faculty with part-time faculty and professional nonteaching staff. Although in future developments there may be greater proliferation of bargaining units within a campus, such as separate units for law and medicine, multicampus units will tend to homogenize the differences among staffs at different kinds of institutions within the same system, i.e., there will be salary equity between the faculty in four-year and two-year campuses which are under the

same contract. Second, collective negotiations is leading to greater codification of faculty-administrative relations, especially through specified grievance procedures and personnel policies. Third, collective bargaining is likely to diminish the influence and scope of operations of senates and other traditional governance mechanisms. Fourth, although the scope of initial collective bargaining contracts may be limited to terms and conditions of employment, such limitations may not remain in subsequent contracts. Fifth, tenure is likely to become more common as collective bargaining spreads, although it may be regarded as a means of obtaining job security rather than of enhancing academic freedom.

Collective bargaining is by no means inevitable on any given campus. Most four-year institutions still have the opportunity to analyze existing personnel policies and ascertain whether legitimate grievances exist. An institution can develop its own grievance and appeal procedures, make its personnel policies more equitable, and informally agree about many issues short of the formal collective negotiations process. Such flexibility may be effectively lost once a petition for certification is filed by a potential bargaining agent. Once a petition is filed the administration can be forced to limit its discussion of the pros and cons of collective negotiations by an agent which charges it with unfair labor practices. Furthermore the standards of judgment

in the electoral process rapidly become political and the faculty may come to regard the administration as one contending party in a competitive election.

Once a bargaining agent is chosen, however, institutions should assess carefully what positive goals might be attained in the bargaining process. Garbarino has suggested one such positive approach -- the productivity agreement. The productivity agreement is the result of a series of concessions by both sides which, for example, "...might involve trading a multi-year wage and fringe package and more flexible calendar scheduling for an agreed-on definition of work load, flexibility in assignments, and more detailed conduct guidelines."[21] The substance of such agreements must be prepared carefully so that basic freedoms are not treated lightly or sacrificed to the general desire to reach an agreement. It is possible that such "packages" will enhance educational impact if they are put together wisely and with some understanding of their implications.

In conclusion, collective bargaining and traditional modes of academic governance do not have to be an either-or dichotomy. Surely, certain inevitable and as-yet-unknown strains may develop. Perhaps the single most pertinent advice one can give to insti-

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[21]Garbarino, "Precarious Professors," p. 20.

tutions involved in collective bargaining is to plan carefully what can be achieved through the process to enhance the institution's effectiveness. The task will not be easy, but the challenge must be met if higher education is to utilize collective bargaining rather than be utilized by it.

APPENDIX A

Table I
Governance-Related Provisions
in the Collective Bargaining Agreements of
Ten Four-Year Institutions

Table II
Governance-Related Provisions
in the Collective Bargaining Agreements of
Twenty-One Two-Year Institutions

Table III
Summary of Governance-Related Provisions
in the Collective Bargaining Agreements of
Ten Four-Year and Twenty-One Two-Year Institutions
(Summary of Tables I and II)

Table I

Governance-Related Provisions
in the Collective Bargaining Agreements of
Ten Four-Year Institutions

Institution	Duration of Agreement	Parties to the Agreement	Agency Affiliation	Definition of the Bargaining Unit	Dues Check-off Provisions	No-Strike Clause
Bryant College of Business Administration	5/21/69 - 7/31/71; 8/1/71 - 7/31/72	"Bryant College" and "Bryant College Faculty Federation"	AFT	All full-time faculty (including department chairmen)	Voluntary	No
Central Michigan University	9/1/71 - 6/30/74	"Central Michigan University" and "C.M.U. Faculty Association"	Mighican Education Association-NEA	Full-time faculty, librarians, coaches, counselors, & department chairmen; part-time faculty with faculty rank & minimum 2/3 teaching load	Voluntary	Yes
City University of New York (a)*	9/1/69 - 8/31/72	"The Board of Higher Education of the City of New York" & "the Legislative Conference"	NEA	Full-time faculty, research faculty, business & fiscal officers & assistants, registrars & assistants, department chairmen, college physicians, technicians, and counselors	Voluntary	Yes
City University of New York (B)*	9/1/69 - 8/31/72	"The Board of Higher Education of the City of New York" and the "United Federation of College Teachers, Local 1460"	AFT	Lecturers and teaching assistants	Voluntary	Yes
New Jersey State Colleges	7/1/70 - 6/30/72	"State of New Jersey & the Board of Higher Education" & the "Association of New Jersey State College Faculties, Inc."	New Jersey Education Association-NEA	Full-time teaching & research faculty, department chairmen, nonmanagerial administrative staff, demonstration teachers, & professional academic support staff with faculty rank	Voluntary; four faculty organizations eligible	Yes
Oakland University	11/12/71 - 6/30/72	"Oakland University Board of Trustees" & "Oakland University Chapter of the AAUP"	AAUP	Teaching & research faculty, department chairmen, director of area studies, inner college chairmen, & exploratory program coordinator	Voluntary	Yes

Table I

Institution	Duration of Agreement	Parties to the Agreement	Agency Affiliation	Definition of the Bargaining Unit	Dues Check-off Provisions	No-Strike Clause
Rutgers University	12/1/70 - 6/30/72	"Rutgers, the State University" & the "Rutgers Council of the AAUP"	AAUP	Full-time (minimum 50% faculty load) instructional & research faculty; members of the research, library, general extension, & cooperative extension staffs, & others with equivalent academic rank	Voluntary	No
Southeastern Massachusetts University	6/1/70 - 6/30/73	"S.M.U. Board of Trustees" and "S.M.U. Faculty Federation"	AFT	Full-time & part-time faculty, department chairmen, librarians, professional technicians	Voluntary	Yes
St. John's University	7/1/70 - 6/5/72	"The Administration of St. John's University & "St. John's University Chapter of the AAUP & the Faculty Association of St. John's University"	AAUP	Full-time & regular part-time faculty, department chairmen, professional librarians, laboratory instructors, & research associates	None	Yes
University of Wisconsin-Madison Campus	4/70 - 9/72	"University of Wisconsin-Madison Campus" & "Teaching Assistants Association"	None	Teaching assistants	Voluntary	Yes

Table I

Institution	Management Rights Clause	Grievance Procedure	Statement on Academic Governance	Academic Freedom Clause	Tenure Provisions	Appt. of Department Chairmen	Appt. of Academic Deans
Bryant College of Business Administration	No	Any grievance arising from the contract may be submitted to binding arbitration	Provides for election of the voting members of the Curriculum & the Rank and Appointment Committees by the Faculty Federation	None	None	None	None
Central Michigan University	No	Informal-2 steps; formal-2 steps; voluntary arbitration	Each academic department is responsible to develop its own procedures for faculty participation in determining departmental recommendations to the University, & to develop appeal mechanisms for use in the department	Continues existing policy on academic freedom	Supports existing university policy on tenure & appointment, though subject to later negotiations	None	None
City University of New York (A)*	Yes	Informal-1 step; formal-3 steps; binding arbitration	None	Supports 1940 AAUP Statement	Procedures for notice of appointment, reappointment, professional evaluation	None	None
City University of New York (B)*	Yes	Informal-1 step; formal-3 steps; binding arbitration	None	Supports 1940 AAUP Statement	Procedures for notice of appointment, reappointment, professional evaluation	None	None

Table I

Institution	Management Rights Clause	Grievance Procedure	Statement on Academic Governance	Academic Freedom Clause	Tenure Provisions	Appt. of Department Chairmen	Appt. of Academic Deans
New Jersey State Colleges	Yes	5 steps, including voluntary arbitration	Representatives of the Association to participate in the development of state master plan; the Association is permitted to appoint one representative to each college-wide standing committee	None	As "provided by state law," lists procedures for appointment, retention, promotion	Elected by the department, approved & appointed by the president	None
Oakland University	Yes	4 steps, including binding arbitration	Supports the continued rights, privileges, & responsibilities of faculty to participate in formulation & recommendation of educational policy	Supports 1940 AAUP Statement	Supports the existing university policy	Supports existing university policy	Supports existing university policy
Rutgers University	No	4 steps	"Agreement in no way diminishes the responsibility of faculty, department chairmen, & deans, directors & other appropriate administrative officials for the exercise of academic judgement"	Supports the principles of academic freedom as adopted by University Board of Governors	None	None	None
Southeastern Massachusetts University	Yes	5 steps, including binding arbitration	None	"Original" statement (detailed)	Defines tenure, due process, & procedures for evaluation	Appointed by college deans from department recommendations	Selected by 7 member committee, 3 members to be approved by federation

Table I

Institution	Management Rights Clause	Grievance Procedures	Statement on Academic Governance	Academic Freedom Clause	Tenure Provisions	Appt. of Department Chairmen	Appt. of Academic Deans
St. John's University	Yes	3 steps, including binding arbitration	Senate to continue to function providing it does not conflict with the agreement	Supports 1940 AAUP Statement	Supports existing policy with modifications regarding the make-up of Personnel Committees	None	Elaborate procedure for nominations by a search committee of no fewer than 3 candidates for recommendation to the board for final approval
University of Wisconsin-Madison Campus	Yes	4 steps, including binding arbitration	None	None	None		None

*The City University of New York has two agreements and is represented twice.

Table II

Governance-Related Provisions
in the Collective Bargaining Agreements of
Twenty-One Two-Year Institutions

Institution	Duration of Agreement	Parties to the Agreement	Agency Affiliation	Definition of the Bargaining Unit	Dues Check-off Provisions	No-Strike Clause
Illinois						
Belleville Area College	Academic year 1970-1971	"Board of Trustees of Belleville Area College District no. 522" & "Belleville Area College Chapter of the AAUP"	AAUP	All regular faculty, including instructors teaching a load of 3/5 of more; librarians, counselors, supervisors, coordinators	No	No
Morton Community College	9/1/70-8/31/71	"The Board of Junior College District 527, Cook County" and "The Morton Council, Local 571"	AFT	Teaching faculty, counselors, professional librarians, department chairmen	Voluntary	Yes
Prairie State College	6/13/70-end of spring term 6/72	"Board of Junior College District no. 515" & "Prairie State College Chapter of the Cook County Teachers Union, Local 1650"	AFT	Full-time faculty, librarians, counselors, department chairmen and/or directors	Voluntary	Yes
Sauk Valley College	9/1/70-	"The Board of Junior College District no. 506" & "Sauk Valley College Faculty Association"	None	Full-time instructional staff & counselors	None	No
Maryland						
Community College of Baltimore	7/1/71-6/30/72	"The Board of Trustees of the Community College of Baltimore" & the "Community College of Baltimore Faculty Federation Local 1980"	AFT	All individuals holding academic rank, counselors, & librarians (excludes head librarians & supervisory counselors)	Voluntary	Yes

Table II

Institution	Duration of Agreement	Parties to the Agreement	Agency Affiliation	Definition of the Bargaining Unit	Dues Check-off Provisions	No-Strike Clause
Michigan						
Genesee Community College	8/16/70-8/14/71	"Board of Trustees of Genesee Community College" and "Genesee Community College Education Association"	Michigan Education Association-NEA	Full-time and part-time teaching faculty, counselors, area coordinators and health counselors (excludes all directors, chairmen, managers, and supervisors)	Agency shop	No
Grand Rapids Junior College	8/24/70-8/22/71	"The Board of Education of the City of Grand Rapids" & the Faculty Council of the Grand Rapids Junior College"	Not specified	Faculty, librarians, and counselors	Voluntary	Yes
Highland Park College	9/25/70-6/30/72	"The School District of the City of Highland Park" & the "Highland Park Federation of Teachers"	AFT	All certified teachers, all college instructors, nurses, counselors, K-12 department chairmen, psychological diagnosticians, special-education teachers, systemwide department coordinators, assigned substitute teachers & nurses (excludes all other K-12 & college administrative personnel)	Agency shop	Yes
Kalamazoo Valley Community College	9/1/71-8/31/73	"Kalamazoo Valley Community College Board of Trustees" & the "Kalamazoo Valley Community College Faculty Association"	Michigan Education Association-NEA	Full-time instructional staff, counselors, and librarians (excluding chairmen and directors)	Voluntary	No
Lake Michigan College	12/28/70-8/12/72	"the Board of Trustees of Lake Michigan College" & "Lake Michigan College Federation of Teachers"	Michigan Federation of Teachers-AFT	Full-time instructors, assistant librarians, counselors, health service coordinators (excludes all administrative & supervisory employees)	Voluntary, MEA and AAUP also eligible	Yes

Table II

Institution	Duration of Agreement	Parties to the Agreement	Agency Affiliation	Definition of the Bargaining Unit	Dues Check-off Provisions	No-Strike Clause
Lansing Community College	9/15/69-9/13/71	"Board of Trustees of Lansing Community College" & "Lansing Community College Chapter of the Michigan Association for Higher Education"	Michigan Education Association-NEA	Full-time instructional staff (excludes department heads)	Voluntary	No
Macomb County Community College	9/1/70-8/31/72	"Board of Trustees of the Community College District of the County of Macomb" & "Macomb County Community College Faculty Organization"	None	Full-time teachers, counselors, librarians, & research assistants (excludes chairmen, directors, coordinators, supervisors, & their assistants)	Agency Shop	No
Southwestern Michigan College	9/1/71-8/15/72	"Board of Trustees of the Southwestern Michigan College" & Southwestern College Education Association"	Michigan Education Association-NEA	Full-time & regular part-time faculty, counselors, librarians, department chairmen, director of nursing & director of athletics	Voluntary	No
New York						
Auburn Community College	7/1/70-7/1/72	"Board of Trustees of Auburn Community College" & the "Auburn Community College Faculty Association	None	Full-time professional staff employees with faculty rank	Voluntary	No
Hudson Valley Community College	9/1/69-9/1/71	"The Board of Supervisors of the County of Rensselaer and the Board of Trustees of Hudson Valley Community College Faculty Association"	None	All teaching faculty with librarians (excludes department chairmen)	Voluntary	No

Table II

Institution	Duration of Agreement	Parties to the Agreement	Agency Affiliation	Definition of the Bargaining Unit	Dues Check-off Provisions	No-Strike Clause
Nassau Community College	9/1/69-8/31/71	"The County of Nassau" & "The Faculty Senate of Nassau Community College"	None	Instructional & library staff, counselors, theater production personnel, & several nonmanagerial administrative assistant positions	None	No
Westchester Community College	9/1/69-8/31/71	"The County of Westchester" & "The United Federation of College Teachers, Local 1460"	AFT	Full-time & regular part-time professional staff (excludes directors & chairmen)	Voluntary	No
Pennsylvania						
Community College of Philadelphia	9/1/70-8/31/72	"Community College of Philadelphia" & "The Faculty Federation of Community College of Philadelphia, Local 2026"	AFT	Full-time regular faculty (excludes heads, supervisors, & directors)	None	Yes
Lehigh County Community College	8/23/71-8/22/72	"Lehigh County Community College" & "Lehigh County Community College Faculty Association"	Pennsylvania State Education Association-NEA	Teaching faculty, guidance counselors, librarians, & student activities coordinator (excludes division chairmen & directors)	Voluntary; maintenance of membership	Yes
Washington						
Seattle Community College	7/1/69-6/30/70	"Seattle Community College Board of Trustees" & "Seattle Community College Federation of Teachers"	Not Specified	Full-time & part-time instructional faculty; counselors & student personnel administrators; librarians, audiovisual specialists, & other nonadministrative employees (excludes administrative heads & chairmen)	Voluntary	No
Olympic College	7/1/70-6/30/71	"Trustees of Community College District No. 3" & "The Olympic Chapter of the Association for Higher Education"	Not Specified	All certificated personnel	None	Yes

Table II

Institution	Management Rights Clause	Grievance Procedures	Statement on Academic Governance	Academic Freedom Clause	Tenure Provisions	Appt. of Department Chairmen	Appt. of Academic Deans
Illinois							
Belleville Area College	No	4 steps, including advisory arbitration	None	None	None	Appointed by board, recommended by President from 2 nominations from department faculty	None
Morton Community College	No	4 steps; final step is appearance before the board	Standing committee is elected by faculty; union representative on all committees	None	None	Elected by members of department; approved by dean & president	None
Prairie State College	Yes	3 steps, including advisory arbitration	None	"Original" statement	Tenure granted after 3-year probationary period, according to procedures defined in Policies & Procedures Manual	Appointed annually by president from 3 leading vote recipients in a secret departmental preferential ballot	None
Sauk Valley College	Yes	4 steps, including binding arbitration	None	None	Extensive: definition, provisions for appointment dismissal, promotion, evaluation; 3-year probationary period	None	None

Table II

Institution	Management Rights Clause	Grievance Procedures	Statement on Academic Governance	Academic Freedom Clause	Tenure Provisions	Appt. of Department Chairmen	Appt. of Academic Deans
Maryland							
Community College of Baltimore	Yes	4 steps, including advisory arbitration	Faculty Senate is the voice of the faculty for all noncontractual items	"Original" statement (detailed)	3-year probationary period followed by election to tenure for 4th year; provisions for non-reappointment and evaluation	None	None
Michigan							
Genesse County College	Yes	5 steps, including binding arbitration	Educational policy determined by divisions; College Professional Study Committee -- and advisory committee to the president and board	"Original" statement (fairly detailed)	Continuing contracts after 3-year probationary service; provisions for dismissal and evaluation	CPSC ad-hoc committee to review credentials for all candidates of administrative position; board's decision is final, but must be explained in writing if requested by CPSC	
Grand Rapids Junior College	Yes	5 steps, including binding arbitration	None	"Original" statement (brief)	Provisions according to the State Teacher Tenure Act; special section in which parties agree to renegotiate all related tenure provisions	None	None
Highland Park College	Yes	5 steps, including advisory arbitration	Union must be given the opportunity to recommend teachers for membership on all committees	"Original" statement (detailed)	Abides by provisions of the state teacher tenure act	Teachers in a department may file written recommendations to dean of college	None

Table II

Institution	Management Rights Clause	Grievance Procedures	Statement on Academic Governance	Academic Freedom Clause	Tenure Provisions	Appt. of Department Chairmen	Appt. of Academic Deans
Kalamazoo Valley Community College	Yes	5 steps, including binding arbitration	None	"Original" definition (detailed)	Indefinite continuing appointment after probationary period (4 years for new teachers, 3 for experienced); provisions for evaluation	None	None
Lake Michigan College	Yes	4 steps, including binding arbitration (1st step informal)	None	"Original" statement (detailed)	Continuing contract after 2-year probation; procedures for evaluation and termination	None	None
Lansing Community College	Yes	5 steps, including binding arbitration	The administration will make a continuing effort to effect greater faculty involvement in affairs of the college	Supports 1940 AAUP Statement	Continuing contract after 2-year probation; termination for cause; evaluation procedures	Recommended by department according to departmental procedures; appointed by board	None
Macomb County Community College	Yes	4 steps, including binding arbitration	Defines structure, membership, & function of all standing committees	Principles defined under section titled "Teachers' Rights" (extremely detailed)	Permanent contract after 2-year probationary contract; procedures for evaluation, due process, & termination	None	None
Southwestern Michigan College	Yes	3 steps; final review by the board (1st step informal)	None	"Original" statement (brief)	Annual terms of employment, though termination of employment is subject to grievance procedures; not subject to provisions of Teachers Tenure Act	None	None

Table II

Institution	Management Rights Clause	Grievance Procedures	Statement on Academic Governance	Academic Freedom Clause	Tenure Provisions	Appt. of Department Chairmen	Appt. of Academic Deans
New York							
Auburn Community College	Yes	4 steps, including binding arbitration (1st step informal)	None	"In accordance" with 1940 AAUP Statement	4 1/2 years' service prior to granting of indefinite continuing appointment; provision for termination of employment and promotion	Appointment by president upon recommendation of full professors in department	Notice of vacancy in administrative position must be circulated among faculty 20 days prior to publication elsewhere
Hudson Valley Community College	Yes	4 steps, including binding arbitration (1st step informal)	None	"Original" statement (detailed)	3-year probationary period; provisions for termination of appointment; contract renewed; and performance evaluation	None	None
Nassau Community College	No	5 steps, including final, binding decision by the county executive	Defines responsibilities of the faculty, faculty senate, and senate committees	"Original" statement (detailed)	Supports 1940 AAUP position on tenure; defines procedures and establishes a college-wide promotion and tenure committee	Appointment upon recommendation by department by president	Recommended by review committee, 2 members of which are elected by Senate
Westchester Community College	No	Informal- 1 step; formal-3 steps, including binding arbitration	Confers upon a faculty senate the right of consultation with the administration for professional matters, educational policy, etc.	"Original" statement (detailed)	Definition of tenure, 3-year probation, removal for cause (4 pp. of procedures and provisions)	None	None

Table II

Institution	Management Rights Clause	Grievance Procedures	Statement on Academic Governance	Academic Freedom Clause	Tenure Provisions	Appt. of Department Chairmen	Appt. of Academic Deans
Pennsylvania							
Community College of Philadelphia	Yes	4 steps, including binding arbitration	Supports standing committees	"Original" statement (detailed)	Defines tenure and steps for granting tenure and employment termination	Recommended to provost by division director and committee elected by department	None
Lehigh County Community College	No	3 steps, including binding arbitration	None	None	No termination of employment after 2 full years of employment except for cause	None	None
Washington							
Olympic College	No	Procedures to be followed specified in Faculty Handbook	None	"Original" statement (detailed)	Specific procedures for nonrenewal of contract; no tenure apparent	None	None
Seattle Community College	No	3 steps, including advisory arbitration	Provides for faculty representative on board & president's cabinet, & establishes faculty-administrative committees	"Original" statement (limited)	Defines tenure & procedures for granting or withholding tenure	Specifies deadlines applying for position ranking of applicants by department members, & recommendation to president	None

Table III

Summary of Governance-Related Provisions in the Collective-Bargaining Agreements of Ten Four-Year and Twenty-One Two-Year Institutions (Summary of Tables I and II)

PROVISION	Number of Contracts* by Type of Institution		
	4-year	2-year	4-year and 2-year
Average length of agreement (months)	25.7	18.4	20.8
Management's party to the agreement			
Institution's Board	7	11@	18
City or County Board	2	11@	13
State Board	1	0	1
Agency affiliation			
AAUP	3	1	4
NEA	3	5	8
AFT	3	7	10
Local or not specified			9
Inclusion of department chairmen	8+	3@@	11
Dues check-off			
Voluntary	9	13	22
Agency shop	0	3	3
No-strike clause	8	9	17
Management-rights clause	7	14	21
Grievance procedures			
Average number of steps	4.1	4.1	4.1
Binding arbitration	7	13	20
Statement on Academic Governance	3	10	13
Academic-freedom clause			
Original statement	3	15	18
AAUP statement	4	2	6
Average probationary period for tenure (years)	--**	2.9	--
Procedures for appointment of department chairmen	3	10	13
Procedures for appointment of academic deans	3	3	6

*Several figures represent an average number of months, years, etc., rather than the number of contracts.

@Hudson Valley Community College includes both county and college board representation.

+Two units do not include the regular full-time faculty.

@@Four units do not specify clearly the position of the chairmen.

**Unclear or unspecified.

APPENDIX B

I. Bibliography:

Collective Bargaining in Higher Education

II. Bibliography:

Selected Listings Dealing with
Collective Bargaining in the Public Sector
and/or the Public Schools

I. Bibliography:

Collective Bargaining in Higher Education

"Academic Freedom and Tenure: St. John's University." *AAUP Bulletin* 52 (Spring, 1966): 12-19.

Analysis of Faculty Contract Information at Public Community Colleges in Michigan 1969-70. Lansing, Michigan: Michigan Community College Association, April, 1970.

Angell, George W. "Collective Negotiations in Upstate New York." *Junior College Journal* 42 (October, 1971): 9-11.

Barbash, Jack. "Academicians as Bargainers within the University." *Issues in Industrial Society* 1, No. 3 (1970): 22-28.

Bealty, D.L., and Encinio, P.A. "Professional Negotiations on the Higher Education Scene." *Illinois Education* 59 (February, 1971): 108-110.

Belasco, James A. "The AAUP: A Private Dispute Settlement Agency." *Industrial and Labor Relations Review* 18 (July, 1965): 535-553.

Belcher, A. Lee. "Labor-Management Relations in Higher Education." in NACUBO Professional File (March, 1970): 1-10.

Belcher, A. Lee. "The NLRB Ruling: How it Affects Campus Administration." *College and University Business* 49 (August, 1970): 42-45.

Boyd, William B. "Collective Bargaining in Academe: Causes and Consequences." *Liberal Education* 57 (October, 1971): 306-318.

Brann, James. "Organizing the Academics." *New Republic* 156 (February 25, 1967): 10-11.

Brown, Martha A. "Collective Bargaining on the Campus: Professors, Associations and Unions." *Labor Law Journal* 21 (March, 1970): 167-181.

Brown, Ralph S., Jr. "Collective Bargaining for the Faculty." *Liberal Education* 56 (March, 1970): 75-78.

Brown, Ralph S., Jr. "Collective Bargaining in Higher Education." *Michigan Law Review* 67 (February, 1969): 1067-1082.

Brown, Ralph S., Jr. "Representation of Economic Interests: Report of a Conference." *AAUP Bulletin* 51 (Autumn, 1965): 374-377.

Brown, Ronald, C. "Professors and Unions: The Faculty Senate: An Effective Alternative to Collective Bargaining in Higher Education?" *William and Mary Law Review* 12 (Winter, 1970): 252-332.

Buchalter, Sol S., and Haak, Harold H. "The California State Colleges: Systemwide Adoption of a Grievance Procedure." *AAUP Bulletin* 54 (Autumn, 1968): 365-370.

Bucklew, Neil S. "Administering a Faculty Agreement." *Journal of College and University Personnel Association* 22 (August, 1971): 27-38.

Bucklew, Neil S. "Collective Bargaining in Higher Education: Its Fiscal Implications." *Liberal Education* 57 (May, 1971): 255-260.

Bucklew, Neil S. "Fiscal Judgment in Bargaining Can Uncover Hidden Costs." *College and University Business* 50 (March, 1971): 47-48.

Bufford, Samuel. "University Collective Bargaining Contracts." Ypsilanti, Michigan: Eastern Michigan University, May, 1971.

Carlton, Patrick W., and Goodwin, Harold I., eds. *The Collective Dilemma: Negotiations in Education.* Worthington, Ohio: Charles S. Jones Publishing Company, 1961.

Christenson, Arlen. "Collective Bargaining in a University: The University of Wisconsin and the Teaching Assistants Association." *Wisconsin Law Review*, no. 1 (1971): 210-228.

Conference Reporter, Conference on Collective Bargaining, October 19-20, 1971, Albany, New York: New York Education Department. Co-Sponsored by: Community College Center of Teachers College, Columbia University, New York; State School of Industrial Labor Relations, Cornell University; Office of Higher Education Management Services of the State Education Department.

"The Council Position on Collective Bargaining." *AAUP Bulletin* 57 (Winter, 1971): 511-512.

Creal, Richard C. "A Study of the Factors which Influence the Course of Collective Negotiations Toward Resolution or Impasse in Selected Michigan Community Colleges." Ph.D. diss., University of Michigan, 1969.

Daniels, Arlene Kapland, Kahn-Hut, Rachel, and Associates. *Academics on the Line*. San Francisco: Jossey-Bass Inc., Publishers, 1970.

Davis, Bertram M. "Unions and Higher Education: Another View." *Educational Record* 49 (Spring, 1968): 139-144.

Day, James F., and Fisher, William H. "The Professor and Collective Negotiations." *School and Society* 95 (April 1, 1967): 226-229.

Derber, Milton, and Wagner, Martin. "Collective Bargaining in Higher Education." *Illinois Business Review* 28 (March, 1971): 6-8.

"Developments in the Law -- Academic Freedom." *Harvard Law Review* 81 (March, 1968): 1045-1159. (Note especially: Part II, Section D, "Regulations by Professional Associations" and Section E, "Collective Bargaining," 1105-1121, 1121-1128.)

Elam, Stanley, and Moskow, Michael H., eds. *Employment Relations in Higher Education*. Bloomington, Indiana: Phi Delta Kappa, 1969.

Erickson, D.A. "Fast Express Named Militance: Unionization of College Teachers." *North Central Association Quarterly* (Winter, 1968): 229-230.

Etzioni, Amitai. "Universities: Strike, Strike, Strike?" *Educational Record* 51 (Summer, 1970): 219-221.

Faculty Participation in Academic Governance: Report of the AAHE Task Force on Faculty Representation and Academic Negotiations, Campus Governance Program. Washington, D.C.: American Association for Higher Education, 1967.

"Faculty Participation in Strikes," *AAUP Bulletin* 54 (Summer, 1968): 155-159.

Faculty Power: Collective Bargaining on Campus. Ann Arbor: Institute of Continuing Legal Education, 1971.

Feinsinger, Nathan P., and Roe, Eleanore J. "The University of Wisconsin, Madison Campus -- TAA Dispute of 1969-70: A Case Study." *Wisconsin Law Review*, no. 1 (1971): 229-274.

Ferguson, Tracy H. "Collective Bargaining in Universities and Colleges." *Labor Law Journal* 19 (December, 1968): 778-804.

Finkin, Matthew W. "Collective Bargaining and University Government." *AAUP Bulletin* 57 (Summer, 1971): 149-162.

Finkin, Matthew W. "Collective Bargaining and University Government." *Wisconsin Law Review* No. 1 (1971): 125-149.

Fisk, Robert S. "Anxieties and Apprehensions about SPA's Future." *State University at Buffalo Reporter* 3 (December 16, 1971): 4,9.

Fisk, Robert S. "So You Want Success or Failure for Collective Negotiations?" *State University at Buffalo Reporter* 3 (December 9, 1971): 5.

"Forging Better Tools. Report of Committee N, 1970-71." Ralph S. Brown, Chairman. *AAUP Bulletin* 57 (Summer, 1971).

"Four Associations Look to the Junior College." *Junior College Journal* 39 (December, 1968-January, 1969): 10-16.

Garbarino, Joseph W. "Creeping Unionism and the Faculty Labor Market." Paper prepared for *Higher Education and the Labor Market* Carnegie Commission on Higher Education, (Fall, 1971).

Garbarino, Joseph W. "Precarious Professors: New Patterns of Representation." *Industrial Relations* 10 (February, 1971): 1-20.

Garbarino, Joseph W. "Professional Negotiations in Education." *Industrial Relations* 7 (February, 1968): 93-106.

Gianopulos, John. "Collective Bargaining: What Part Should College Presidents Play?" *College and University Business* 49 (September, 1970): 71-72, 102.

Gianopulos, John. "The College Administration and Collective Negotiations." *Junior College Journal* 41 (August-September, 1970).

Gianopulos, John. "A Descriptive Analysis of Collective Negotiation Agreements in Ten Selected Illinois and Michigan Public Community Colleges." ERIC *Research in Education* 5 (May, 1970): 68.

Gillis, John W. "Academic Collective Bargaining: Comment and an Annotated Bibliography." *Liberal Education* 56 (December, 1970): 594-604.

Goulding, Joel Arthur. "The History of Unionism in American Higher Education." Ed.D. diss., Wayne State University, 1970.

Grant, Philip A., Jr., "Unionism in Higher Education." *Labor Today* 7 (Fall, 1968): 24-28.

Haak, Harold A. *Collective Bargaining and Academic Governance: The Case of the California State Colleges*. San Diego: Public Affairs Research Institute, San Diego State College, 1968.

Haehn, James Ortman. "A Study of Trade Unionism among State College Professors." Ph.D. diss., University of California, Berkeley, 1969.

Haehn, James Ortman. *A Survey of Faculty and Administrator Attitudes on Collective Bargaining*. Academic Senate of the California State Colleges, May, 1970.

Hamilton, Andrew. "Wisconsin: Teaching Assistants' Strike Ends in Contract Signing." *Science* 168 (April 17, 1970): 345-349.

Hanley, Dexter L. "Issues and Models for Collective Bargaining in Higher Education." *Liberal Education* 57 (March, 1971): 5-14.

Hepler, John C. "Timetable for a Take-Over." *Journal of Higher Education* 42 (February, 1971): 103-115.

Hetter, Frederick L. "A University Local." *Industrial Union Department Digest* 7 (Winter, 1962): 101-109.

Howe, Ray A. "Administering a Collective Bargaining Agreement." Paper read at Collective Bargaining Conference, October 19-20, 1971, Syracuse, New York. Mimeographed.

Howe, Ray A. "Bloody Business of Bargaining." *College and University Business* 48 (March, 1970): 63-67.

Howe, Ray A. "The Challenge of Collective Bargaining: Accepting It and Making It Work." *Collective Bargaining on the Campus: Two Views*. Michigan Association of Colleges and Universities, Spring Meeting, May, 1971.

Howe, Ray A. "Faculty-Administrative Relationships *in Extremis*." *Junior College Journal* 37 (November, 1966): 14-15.

Howe, Ray A. "Roles of Faculty." In *Power and Authority* ed. Harold Hodgkinson and L. Richard Meeth. San Francisco: Jossey-Bass, Inc., 1971, 126-138.

Hunter, John Robert. "An Analysis of Observations Regarding Issues of Negotiations in Community Junior Colleges." Ed.D. diss., University of Kansas, 1970.

Issues and Answers on Collective Bargaining. Ad Hoc Committee on Collective Bargaining of the Academic Senate, The California State Colleges, 1967.

Kadish, Sanford. "The Strike and the Professoriate." *AAUP Bulletin* 54 (Summer, 1968): 160-168.

Kanzler, William H. "Negotiations: Professor, You Had Better Get With It!" *Michigan Education Journal* 46 (February, 1969): 22-23.

Keck, Donald J. "Faculty Governance and the 'New Managerial Class.'" *NFA Reports* 5 (November-December, 1971).

Kennelly, Jean R. "Collective Bargaining in the Community College." *Educational Record* 52 (Winter, 1971): 87-92.

Kerr, J. David. "Faculty Bargaining in Higher Education: New Twists to the University." *Journal of College and University Personnel Association* 22 (May, 1971): 37-45.

Kerr, J. David. "Faculty Organizing and Bargaining in Higher Education." *The College Counsel* 6 (1971).

Kugler, Israel. "Collective Bargaining for the Faculty." *Liberal Education* 56 (March, 1970): 78-85.

Kugler, Israel. "The Union Speaks for Itself." *Educational Record* 49 (Fall, 1968): 414-418.

Kugler, Israel. "Unionism: A New Instrument for Faculty Governance." *ISR Journal* 1 (Summer, 1969): 180-185.

Lahti, Robert E. "A Faculty Role in Policy Formulation." *Junior College Journal* 37 (September, 1966): 9-12.

Lane, Robert Earl. "Faculty Unionism in a California State College -- A Comparative Analysis of Union Members and Non-Union Members." Ph.D. diss., University of Iowa, 1967.

Larsen, C.M. "'Collective Bargaining' Issues in the California State Colleges." *AAUP Bulletin* 53 (Summer, 1967): 217-227.

Lemmer, William P. "The Impact of Labor Legislation on Colleges and Universities -- Federal Labor Legislation and Jurisdiction." *The College Counsel* 2 (June, 1967): 159-185.

Lester, Jeanette A. "The American Federation of Teachers in Higher Education: A History of Union Organization of Faculty Members in Colleges and Universities, 1916-1966." Ed.D. diss., University of Toledo, 1968.

Levine, Marvin J. "Higher Education and Collective Action." *Journal of Higher Education* 38 (May, 1967): 263-268.

Lieberman, Myron. "Professors, Unite!" *Harper's Magazine* 243 (October, 1971): 61-70.

Livingston, Frederick R., and Christensen, Andrea S. "State and Federal Regulation of Collective Negotiations in Higher Education." *Wisconsin Law Review*, No. 1 (1971): 91-111.

Livingston, John C. "Academic Senate under Fire," in *Agony and Promise*, ed. G. Kerry Smith. San Francisco: Jossey-Bass Inc., Publishers, 1969.

Livingston, John C. "Collective Bargaining and Professionalism in Higher Education." *Educational Record* 48 (Winter, 1967): 79-88.

Lombardi, John. "Faculty in the Administrative Process." *Junior College Journal* 37 (November, 1966): 9-10.

Malamud, Phyllis. "Faculty: Labor or Management?" *Change* 3 (September, 1971): 20-21.

Marmion, Harry A. "Unions and Higher Education." *Educational Record* 49 (Winter, 1968): 41-48.

McConnell, John W. "How To Negotiate with a Professors' Union." *College Management* 2 (January, 1967): 24-31.

McConnell, John W. "The Impact of Collective Bargaining on University Governance." Paper read at Collective Bargaining Conference, October 19-20, 1971, Syracuse, New York. Mimeographed.

McHugh, William F. "Collective Bargaining and the College Student." *Journal of Higher Education* 42 (March, 1971): 175-185.

McHugh, William F. "Collective Bargaining with Professionals in Higher Education: Problems in Unit Determination." *Wisconsin Law Review*, No. 1 (1971): 55-90.

McHugh, William F. "Collective Negotiations in Public Higher Education." *College and University Business* 47 (December, 1969): 41-44, 61-62.

McHugh, William F. "National Labor Relations Board Goes to College." *College and University Business* 49 (July, 1970): 44.

McHugh, William F. "Recent Developments in Collective Bargaining in Higher Education." *The College Counsel* 5 (November, 1970): 159-208.

McIntosh, Carl W. "The Unionization of College and University Teachers." *Journal of Higher Education* 36 (October, 1965): 373-378.

Metzger, Walter P. "Origins of the Association." *AAUP Bulletin* 51 (Summer, 1965): 229-237.

Mintz, Bernard. "The CUNY Experience." *Wisconsin Law Review*, No. 1 (1971): 112-124.

Moore, John W. "Attitudes Toward Collective Negotiations." *Pennsylvania Community College Faculty*. University Park, Pennsylvania: Center for the Study of Higher Education, 1971.

Moskow, Michael H. "The Scope of Collective Bargaining in Higher Education." *Wisconsin Law Review*, No. 1 (1971): 33-54.

Moyers, C., and Pinson, G. "Collective Negotiations in Colleges and Universities." *School and Society* 94 (November 12, 1966): 389-390.

"The National Labor Relations Board and Faculty Representation Cases: A Report from Committee N." *AAUP Bulletin* 57 (Autumn, 1971): 433-438.

"NEA Woos and Wins Profs." *Phi Delta Kappan* 53 (December, 1971): 216.

Nigro, P.D. "What Does a Unionized Faculty Mean?" *College Management* 5 (January, 1970): 40-41.

Opdahl, Roger W. *Faculty Participation in Academic Decision Making in "Emerging" State Colleges.* Williamsport, Pennsylvania: Economic Research Associates, Inc., 1971.

"Policy on Representation of Economic and Professional Interests." *AAUP Bulletin* 55 (Winter, 1969): 489-491.

Polishook, Sheila Stern. "Collective Bargaining and the City University of New York." *Journal of Higher Education* 41 (May, 1970): 377-386.

Proulx, Pierre-Paul. "Collective Negotiations in Higher Education -- Canada." *Wisconsin Law Review*, No. 1 (1971): 177-186.

Rehmus, Charles M. "Collective Bargaining and the Market for Academic Personnel." *Quarterly Review of Economics and Business* 8 (Autumn, 1968): 7-13.

Roberts, Frank. "Today's University and the Labor Union." *Journal of the College and University Personnel Association* 18 (May, 1967): 15-20.

Sabol, Geraldine G. "NLRB's Assertion of Jurisdiction over Universities." *University of Pittsburgh Law Review* 32 (Spring, 1971): 416-429.

Sands, C. Dallas. "The Role of Collective Bargaining in Higher Education." *Wisconsin Law Review*, No. 1 (1971): 150-176.

Sherman, Frederick E., and Loeffler, David. "Universities, Unions, and the Rule of Law: The Teaching Assistants at Wisconsin." *Wisconsin Law Review*, No. 1 (1971): 187-209.

Shulman, Carol H. *Collective Bargaining on Campus.* Washington, D.C.: American Association for Higher Education, March, 1972.

Smith, Robert, Axen, Richard, and Pentony, Devere. *By Any Means Necessary.* San Francisco: Jossey-Bass Inc., Publishers, 1970.

Sparvero, Louis J. "The Impact of Labor Legislation in Colleges and Universities -- State Labor Legislation and Jurisdiction." *The College Counsel* 2 (June, 1967): 185-194.

Spigler, Manuel A. "NLRB Jurisdiction over Private Colleges and Universities: Toward Elimination of the Good Works Exclusion." *Temple Law Quarterly* 44 (Spring, 1971): 410-419.

"Statement on Government of Colleges and Universities." *AAUP Bulletin* 52 (Winter, 1966): 375-379.

Strauss, George. "The AAUP as a Professional Occupation Association." *Industrial Relations* 5 (October, 1965): 128-140.

Sumberg, Alfred D. "Collective Bargaining," in *The Troubled Campus*, ed. G. Kerry Smith. San Francisco: Jossey-Bass Inc., Publishers, 1970.

Swenson, Norman G., and Novar, Leon. "Chicago City College Teachers Strike." *Junior College Journal* 37 (March, 1967): 19-22.

"Talking Union." *Newsweek* (June 14, 1971): 76-77.

"Teacher Unions Here To Stay, Readers Say." *College Management* 2 (June, 1967): 29-30.

Tyler, Gus. "The Faculty Joins the Proletariat." *Change* 3 (Winter, 1971-72): 40-45.

Van Alstyne, William W. "Tenure and Collective Bargaining" in *New Teaching, New Learning*, ed. G. Kerry Smith. San Francisco: Jossey-Bass Inc., Publishers, 1971.

Van de Water, John R. "Union-Management Relations in Public and Private Education." *Journal of the College and University Personnel Association*, 17 (November, 1965): 1-30.

Wildman, Thomas R. "The Legislation Necessary To Effectively Govern Collective Bargaining in Public Higher Education." *Wisconsin Law Review*, No. 1 (1971): 275-295.

Wildman, Wesley A. "Collective Bargaining Goes to College: Shared Authority and Traditional Adversary Relations," in *Collective Bargaining on the Campus: Two Views*. Read at Michigan Association of Colleges and Universities, Spring Meeting, May, 1967.

Williams, Douglas Frederick. "A Study of the Organizational Procedures for Collective Negotiations in Fifteen Selected Michigan Community Colleges." Ph.D. diss., University of Texas, Austin, 1970.

Wollett, Donald H. "The Status and Trends of Collective Negotiations for Faculty in Higher Education." *Wisconsin Law Review*, No. 1 (1971): 2-32.

Wollett, Donald H. "Trends in the Law of Collective Negotiations in Education." *Popular Government* 36 (April, 1970): 1-6.

II. Bibliography

Selected Listings Dealing with Collective Bargaining in the Public Sector and/or the Public Schools

Abodeely, Paul A. *Compulsory Arbitration and the NLRB: A Study of Congressional Intent and Administrative Policy.* Philadelphia: University of Pennsylvania, The Wharton School of Finance and Commerce, 1968.

Anderson, Arvid. "Legal Aspects of Collective Bargaining in Public Employment," in *Developments in Public Employment Relations*, ed. Kenneth O. Warner. Chicago: Public Personnel Association, 1965.

Cox, Archibald, and Dunlop, John T. "Regulation of Collective Bargaining by the National Labor Relations Board." *Harvard Law Review* 63 (January, 1950): 389-432.

Dole, Richard F., Jr. "State and Local Public Employee Collective Bargaining in the Absence of Explicit Legislative Authorization." *Iowa Law Review* 54 (February, 1969): 539-559.

Hanslowe, Kurt L. *The Emerging Law of Labor Relations in Public Employment.* New York State School of Industrial and Labor Relations, Cornell University, 1967.

Janssen, Peter. "NEA: The Reluctant Dragon." *Saturday Review* 50 (June 17, 1967): 56-57, 72-73.

Janssen, Peter. "The Union Response to Academic Mass Production." *Saturday Review* 50 (October 21, 1967): 64-66. 86-88.

Kheel, Theodore W. "The Taylor Law: A Critical Examination of Its Virtues and Defects." *Syracuse Law Review* 20 (Winter, 1968): 181-191.

Klaus, Ida. "The Evolution of Collective Bargaining Relationship in Public Education: New York City's Changing Seven-Year History." *Michigan Law Review* 67 (March, 1969): 1033-1066.

Lieberman, Myron, and Moskow, Michael H. *Collective Negotiations for Teachers: An Approach to School Administration.* Chicago: Rand McNally and Company, 1966.

Marx, Herbert L., Jr. *Collective Bargaining for Public Employees.* New York: The H.W. Wilson Company, 1969.

McHugh, William F. "New York's Experiment in Public Employee Relations: The Public Employee's Fair Employment Act." *Albany Law Review* 32 (1967): 58-68.

Muir, J. Douglas. "The Strike as a Professional Sanction: The Changing Attitude of the NEA." *Labor Law Journal* 19 (October, 1968): 615-627.

Oberer, Walter E. "The Future of Collective Bargaining in Public Employment." *Labor Law Journal* 20 (December, 1969): 777-786.

Oberer, Walter E., Hanslowe, Kurt L., and Doherty, Robert. *The Taylor Act: A Primer for School Personnel and Other Beginners at Collective Bargaining,* New York State School of Industrial and Labor Relations, Cornell University, 1968.

Pegnetter, Richard. *Public Employment Bibliography.* New York State School of Industrial and Labor Relations, Cornell University, 1971. (Material published December 1966 - January 1970 on public employment bargaining.)

Rock, Eli. "The Appropriate Unit Question in the Public Service: The Problem of Proliferation." *Michigan Law Review* 67 (March, 1969): 1001-1016.

Rubin, Richard S. "A Summary of State Collective Bargaining Law in Public Employment." *Public Employee Relations Reports.* New York State School of Industrial and Labor Relations, Cornell University, 1968.

Saunders, Robert L., and Lovell, John T. "Negotiations: Inevitable consequences of Bureaucracy?" *Educational Leadership* 26 (January, 1969): 351-354.

Smith, Russell A. "State and Local Advisory Reports on Public Employment Labor Legislation: A Comparative Analysis." *Michigan Law Review* 67 (March, 1969): 891-918.

Wellington, Harry H., and Winter, Ralph K., Jr. "The Limits of Collective Bargaining in Public Employment." *Yale Law Journal* 78 (June, 1969): 1107-1127.

Wollett, Donald H., and Chanin, Robert H. *The Law and Practice of Teacher Negotiations.* Washington, D.C.: Bureau of National Affairs, 1970.

Woodworth, Robert T., and Peterson, Richard B. eds. *Collective Negotiations for Public and Professional Employees.* Glenview, Illinois: Scott, Foresman and Company, 1969.

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Selected Publications Available From The Center For The Study of Higher Education

Monographs

Pennsylvania Community College Faculty -- Attitudes Toward Collective Negotiations, John W. Moore, and *Career Patterns and Educational Issues*, Robert A. Patterson, May 1971.

Institutional Self-Study at The Pennsylvania State University, Kenneth P. Mortimer and David W. Leslie (eds.), December 1971.

Numbered Reports

Productivity and the Academy: The Current Condition, William Toombs, April 1972, Report No. 16.

Exceptional Graduate Admissions at The Pennsylvania State University, Manuel G. Gunne and Larry L. Leslie, March 1972, Report No. 15.

The Quality of Graduate Studies: Pennsylvania and Selected States, Stephen D. Millman and William Toombs, February 1972, Report No. 14.

Goals and Ambivalence: Faculty Values and The Community College Philosophy, Karen L. Bloom, Angelo C. Gillie, and Larry L. Leslie, November 1971, Report No. 13.

Governance and Emerging Values in Higher Education, Kenneth P. Mortimer, Stanley O. Ikenberry, and G. Lester Anderson, September 1971, Report No. 12.

The Academic Senate at The Pennsylvania State University, Kenneth P. Mortimer and David W. Leslie, August 1971, Report No. 11.

Professional Education: Some Perspectives, 1971, Larry L. Leslie, Kenneth P. Mortimer, and G. Lester Anderson, August 1971, Report No. 10.

Centers and Institutes at The Pennsylvania State University: A Case Study, Mary M. Norman, March 1971, Report No. 9.

New Careers in Human Services: A Challenge to the Two-Year College (A Preliminary Report), Martha A. Burns, March 1971, Report No. 8.

The Academy and General Education, Stanley O. Ikenberry, December 1970, Report No. 7.

A Profile of Proliferating Institutes: A Study of Selected Characteristics of Institutes and Centers in 51 Land Grant Universities, Stanley O. Ikenberry, November 1970, Report No. 6.

Roles and Structures for Participation in Higher Education Governance: A Rationale, Stanley O. Ikenberry, August 1970, Report No. 5.

Conference Reports

The Second Annual Pennsylvania Conference on Post-Secondary Occupational Education, Angelo C. Gillie, June 1970.

Post-Secondary Occupational Education: An Overview and Strategies, Angelo C. Gillie, January 1970.

Bibliographies

The Black Student in Higher Education: A Bibliography, W. Frank Hull IV, November 1969, Number 3.

Student Unrest on the American Campus: A Bibliography, David W. Leslie, November 1969, Number 2.

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